

RESOLUTION NO. 2016- 289

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE SECOND AMENDMENT TO THE LICENSE AGREEMENT FROM T-MOBILE SOUTH, LLC FOR MODIFICATIONS TO THEIR EQUIPMENT ON THE PONTE VEDRA ANNEX TOWER.

RECITALS

WHEREAS, St. Johns County and Powertel/Jacksonville, Inc. (T-Mobile) entered into a Lease Agreement dated April 8, 1997 (Lease Agreement) and approved in Resolution 1997-67, modified by a First Amendment to License Agreement dated September 1, 2013 and approved in Resolution 2013-126, on the Ponte Vedra Annex site on Palm Valley Road; and,

WHEREAS, T-Mobile will be modifying their equipment on the tower and at the site to enhance their service in this area and has executed the Second Amendment to License Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms of the Second Amendment, and authorizes the County Administrator, or designee, to execute the same along with any additional amendments, revisions or modifications that do not change the material terms of the Lease Agreement. All remaining terms of the Lease Agreement shall remain in full force and effect.

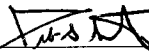
Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk is instructed to file the Second Amendment to License Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 20th day of September, 2016.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By:



Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halteum

Deputy Clerk

RENDITION DATE 9/22/16



Exhibit "A" to Resolution

Site # 9JK0031A/ SITE NAME: PVB SHERIFF OFFICE
Market: JACKSONVILLE

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT ("Amendment") is made and entered into by and between St. Johns County ("Licensor"), and T-Mobile South LLC, a Delaware limited liability company ("Licensee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Licensor and Licensee (or as applicable, their respective predecessors in interest) entered into a License Agreement dated April 8, 1997 (including any prior amendments, the "Agreement"), with respect to Licensed Space located at Palm Valley Road (SR 210), Ponte Vedra, St. Johns County, Florida.

B. Licensor and Licensee desire to enter into this Amendment in order to modify and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. Effective the date this Amendment is last executed by both parties, Licensee will have the right to modify its antenna facilities on the Licensed Premises as described and depicted on Exhibit C-1, which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approves of the modifications described and depicted on Exhibit C-1 in all respects.

2. The parties' notice addresses in the Agreement are deleted in their entirety and replaced with the following:

If to Licensee:

T-Mobile USA, Inc.
Attn: Lease Compliance/Site No. 9JK0031A
12920 SE 38th Street
Bellevue, WA 98006

If to Licensor:

St. Johns County Land Management Systems
Attention: Real Estate Division
500 San Sebastian View
St. Augustine, Florida 32084

with copies to:

St. Johns County Fire Rescue
Attn: Radio Systems Manager
3657 Gaines Road
St. Augustine, Florida 32084

St. Johns County Office of the County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

3. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Licensor represents and warrants to Licensee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Licensor has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

**ST. JOHNS COUNTY, through its
Board of County Commissioners**

**T-Mobile South LLC,
a Delaware limited liability company**

By: _____

By:  _____

Name: _____

Name: **David Seale**
Director, Engineering & Operations

Title: _____

Title: _____


Date: _____

Date: 8/25/14

Witnesses:

Witnesses:

Name: _____


Name: Michelle Morris

Name: _____

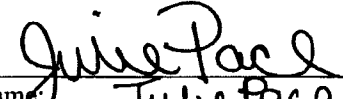

Name: Julie Pace

EXHIBIT C-1

Licensee's Final Configuration:

- (6) TMBXX-6517-R2M Antennas**
- (3) Nokia FASB Antennas**
- (6) 1-5/8" Coax**
- (3) 1.24" Hybrid Cables**
- (3) 1.28" Cables**
- (3) TMT1921B78-21A TMAs**
- (3) FXFB Radios**
- (3) FRIG Radios**
- (3) Raycap COVPs**

Site # 9JK0031A/SITE NAME: PVB SHERIFF OFFICE
Market: JACKSONVILLE

T-Mobile

L700 UPGRADE
T-MOBILE SITE #: 9JK0031A

SITE INFORMATION

APPLICATOR'S FIRM NAME: PVB SHERIFF OFFICE
ADDRESS: 5400 BAY PARKWAY WEST, SUITE 200, JACKSONVILLE, FL 32256
PHONE: (904) 322-3800
FAX: (904) 322-3800
WWW: WWW.PVB-SHERIFF.COM

PROJECT NAME: PVB SHERIFF OFFICE
PROJECT NUMBER: 9JK0031A
DATE: 04/16/04
TIME: 09:00 AM
TYPE: L700 UPGRADE
STATUS: PROGRESSIVE
PROPERTY TYPE: LAW ENFORCEMENT
APPLICATOR'S ADDRESS: 5400 BAY PARKWAY WEST, SUITE 200, JACKSONVILLE, FL 32256
APPLICATOR'S PHONE: (904) 322-3800
APPLICATOR'S FAX: (904) 322-3800
APPLICATOR'S WWW: WWW.PVB-SHERIFF.COM
APPLICATOR'S CITY: JACKSONVILLE
APPLICATOR'S STATE: FL
APPLICATOR'S ZIP: 32256

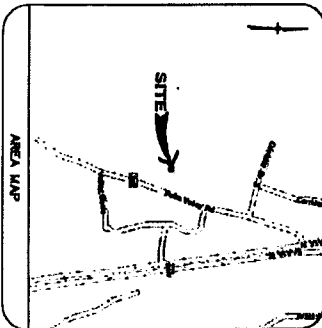
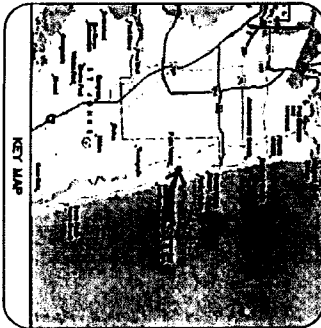
PROJECT OWNER NAME: PVB SHERIFF OFFICE
PROJECT OWNER ADDRESS: 5400 BAY PARKWAY WEST, SUITE 200, JACKSONVILLE, FL 32256
PROJECT OWNER PHONE: (904) 322-3800
PROJECT OWNER FAX: (904) 322-3800
PROJECT OWNER WWW: WWW.PVB-SHERIFF.COM
PROJECT OWNER CITY: JACKSONVILLE
PROJECT OWNER STATE: FL
PROJECT OWNER ZIP: 32256

GENERAL CONTRACTOR: [BLANK]
GENERAL CONTRACTOR ADDRESS: [BLANK]
GENERAL CONTRACTOR PHONE: [BLANK]
GENERAL CONTRACTOR FAX: [BLANK]
GENERAL CONTRACTOR WWW: [BLANK]
GENERAL CONTRACTOR CITY: [BLANK]
GENERAL CONTRACTOR STATE: [BLANK]
GENERAL CONTRACTOR ZIP: [BLANK]

PROJECT SCOPE OF WORK:
THE PROJECT CONSISTS OF THE REMOVAL OF (2) PANEL ANTENNAS (2) PANELS OF MAINS, AND (2) POWER CABLES THE REMOVAL OF THE ANTENNAS AND THE REINSTALLATION OF (3) PANEL ANTENNAS (3) MAINS, AND ASSOCIATED WORK.

PROPOSED SITES:
PROPOSED SITES ARE LOCATED AT THE FOLLOWING POINTS: (1) SOUTH SIDE OF BAY PARKWAY WEST, SUITE 200, JACKSONVILLE, FL 32256. (2) NORTH SIDE OF BAY PARKWAY WEST, SUITE 200, JACKSONVILLE, FL 32256. (3) SOUTH SIDE OF BAY PARKWAY WEST, SUITE 200, JACKSONVILLE, FL 32256.

THE CONTRACTOR SHALL VERIFY ALL PINS, MEASUREMENTS AND DIMENSIONS PRIOR TO BEGINNING OF CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE ENGINEER.



SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
1-1	PLAN SHEET
1-2	SECTION EXPLANATION AND ANNOTATED ISOMETRIC DETAIL
1-3	SECTION EXPLANATION AND ANNOTATED ISOMETRIC DETAIL
1-4	SECTION EXPLANATION AND ANNOTATED ISOMETRIC DETAIL
1-5	SECTION EXPLANATION AND ANNOTATED ISOMETRIC DETAIL
1-6	SECTION EXPLANATION AND ANNOTATED ISOMETRIC DETAIL
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1-20	SECTION EXPLANATION AND ANNOTATED ISOMETRIC DETAIL
1-21	SECTION EXPLANATION AND ANNOTATED ISOMETRIC DETAIL
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1-28	SECTION EXPLANATION AND ANNOTATED ISOMETRIC DETAIL
1-29	SECTION EXPLANATION AND ANNOTATED ISOMETRIC DETAIL
1-30	SECTION EXPLANATION AND ANNOTATED ISOMETRIC DETAIL

REVISIONS CORRECTIONS AND SUPPLEMENTS

NO.	DESCRIPTION
1	ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FEDERAL COMMUNICATIONS COMMISSION (FCC) REGULATIONS, PART 15, SUBPART B, CHAPTER 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IEEE STANDARD FOR SAFETY WITH ELECTRICITY, ANSI C37.201-2001, AND THE LATEST EDITIONS OF THE IEEE STANDARD FOR SAFETY WITH ELECTRICITY, ANSI C37.201-2001.
2	ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE ALARMING CODE (NFPA 72), NATIONAL ELECTRICAL SAFETY CODE (NFPA 70E), AND NATIONAL ELECTRICAL SAFETY CODE (NFPA 70E).
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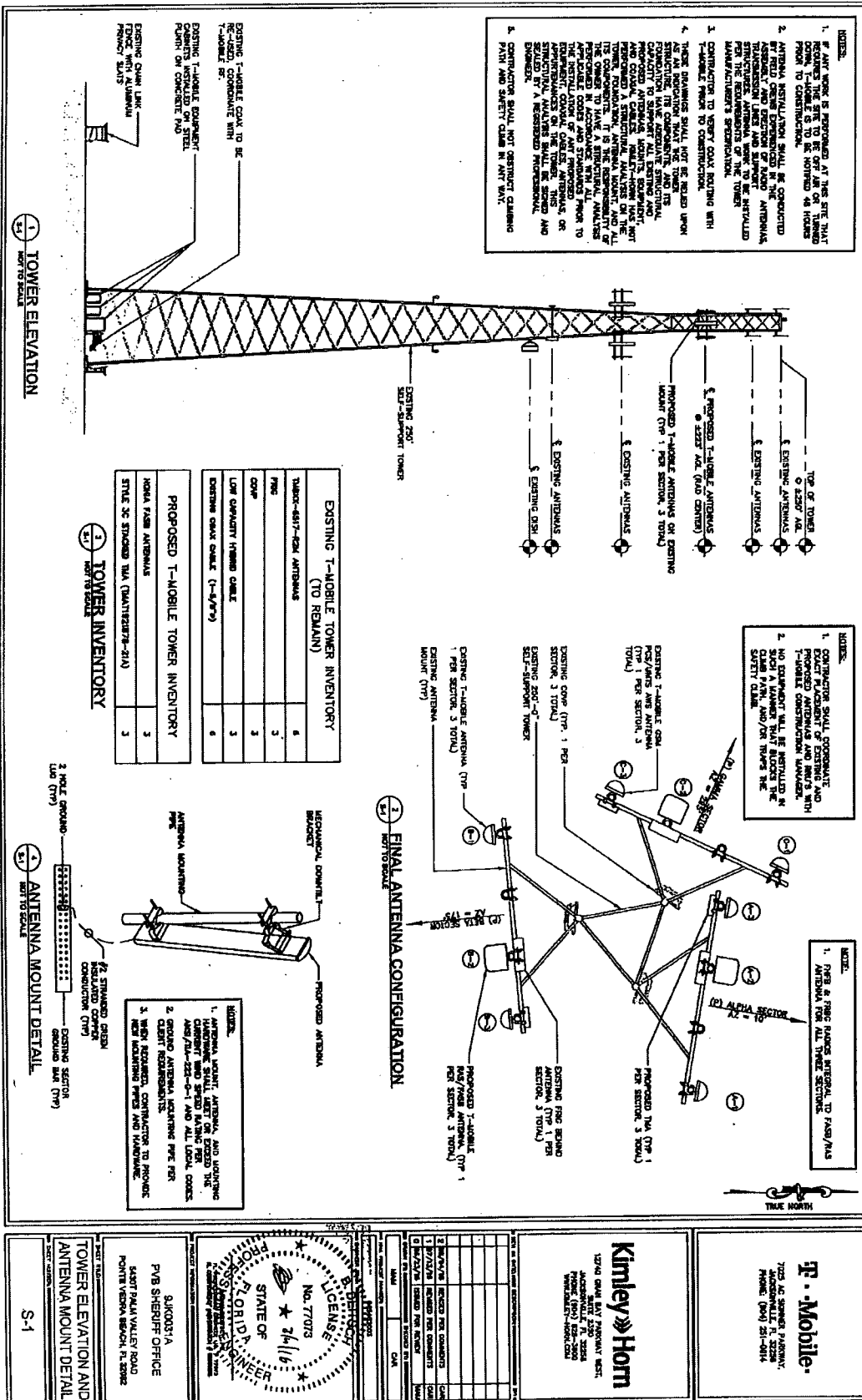
T-Mobile
7000 W. BAYVIEW AVENUE, SUITE 200
JACKSONVILLE, FL 32256
PHONE: (904) 231-0644
WWW.T-MOBILE.COM

Kinley Horn
12345 BAY PARKWAY WEST, SUITE 200
JACKSONVILLE, FL 32256
PHONE: (904) 322-3800
WWW.KINLEY-HORN.COM

NO. 77073
STATE OF FLORIDA
No. 27416
PVB SHERIFF OFFICE
STATE OF FLORIDA
No. 77073

PROPOSED LICENSE
PVB SHERIFF OFFICE
5400 BAY PARKWAY WEST, SUITE 200
JACKSONVILLE, FL 32256

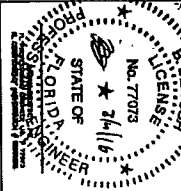
SHEET TITLE
TITLE SHEET
1-1



R-Mobile
 7002 AC SPURVEY TOWER
 PHONE: (904) 251-0414

Kimley-Horn
 1520 GLEN DALE PARKWAY WEST
 SUITE 200
 JACKSONVILLE, FL 32202
 PHONE: (904) 255-2000
 FAX: (904) 255-2000
 WWW.KIMLEY-HORN.COM

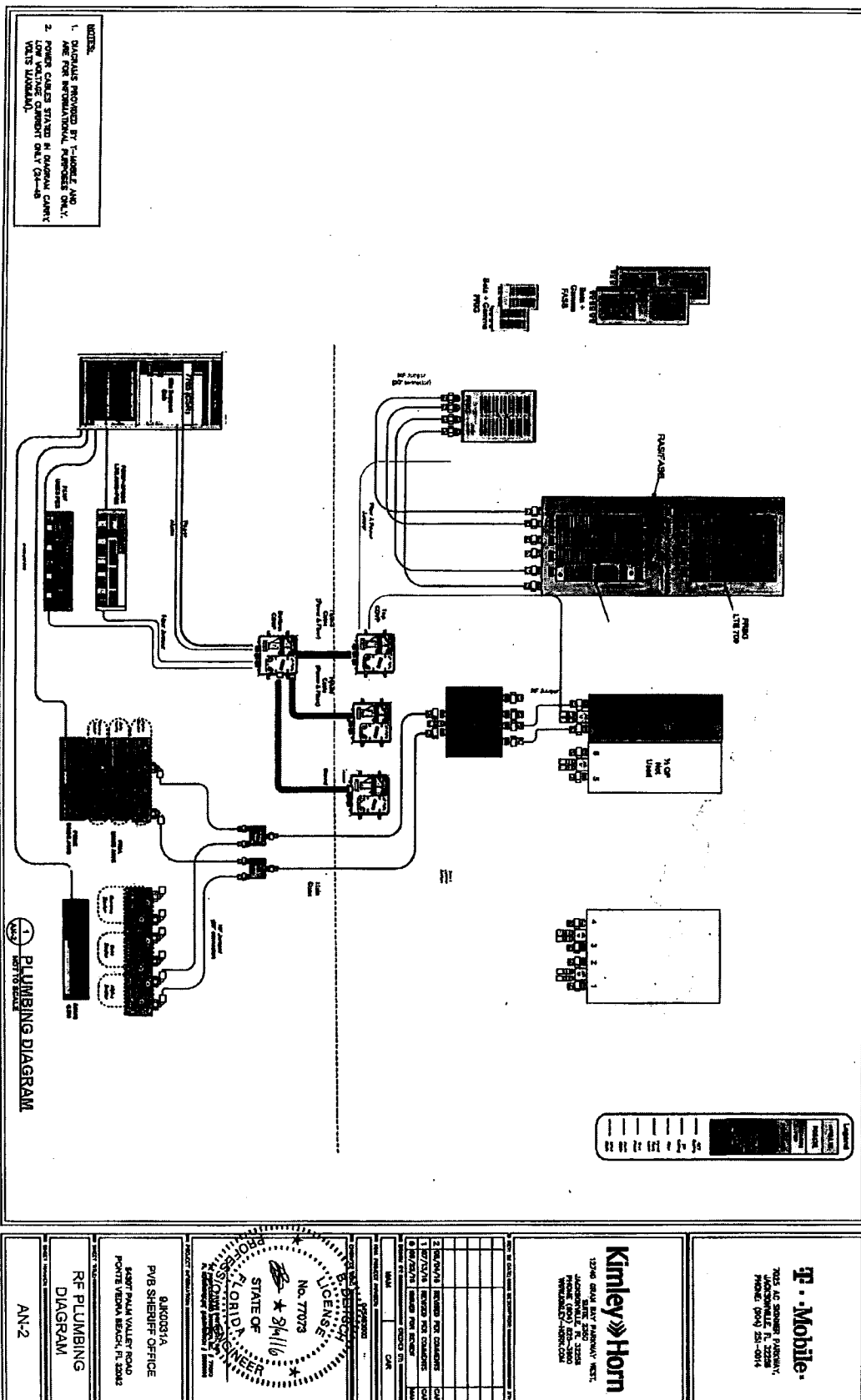
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3	08/21/18	ISSUED PER COMMENTS	MM	MM
4	08/21/18	ISSUED PER COMMENTS	MM	MM



DAJ0031A
 PVB SHERIFF OFFICE
 1487 PALM WALKER ROAD
 PORTER VERDA BEACH, FL 32082

TOWER ELEVATION AND ANTENNA MOUNT DETAIL

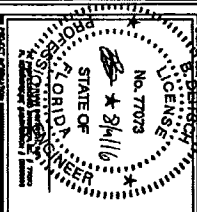
S-1



AT&T Mobile
 7042 4th STREET JACKSONVILLE, FL 32202
 PHONE: (904) 251-0914
 WWW.AT&T-MOBILE.COM

Kimley-Horn
 12345 MAIN STREET JACKSONVILLE, FL 32202
 PHONE: (904) 251-0914
 WWW.KIMLEY-HORN.COM

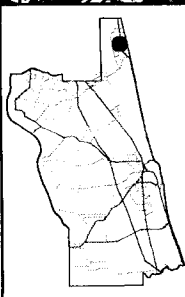
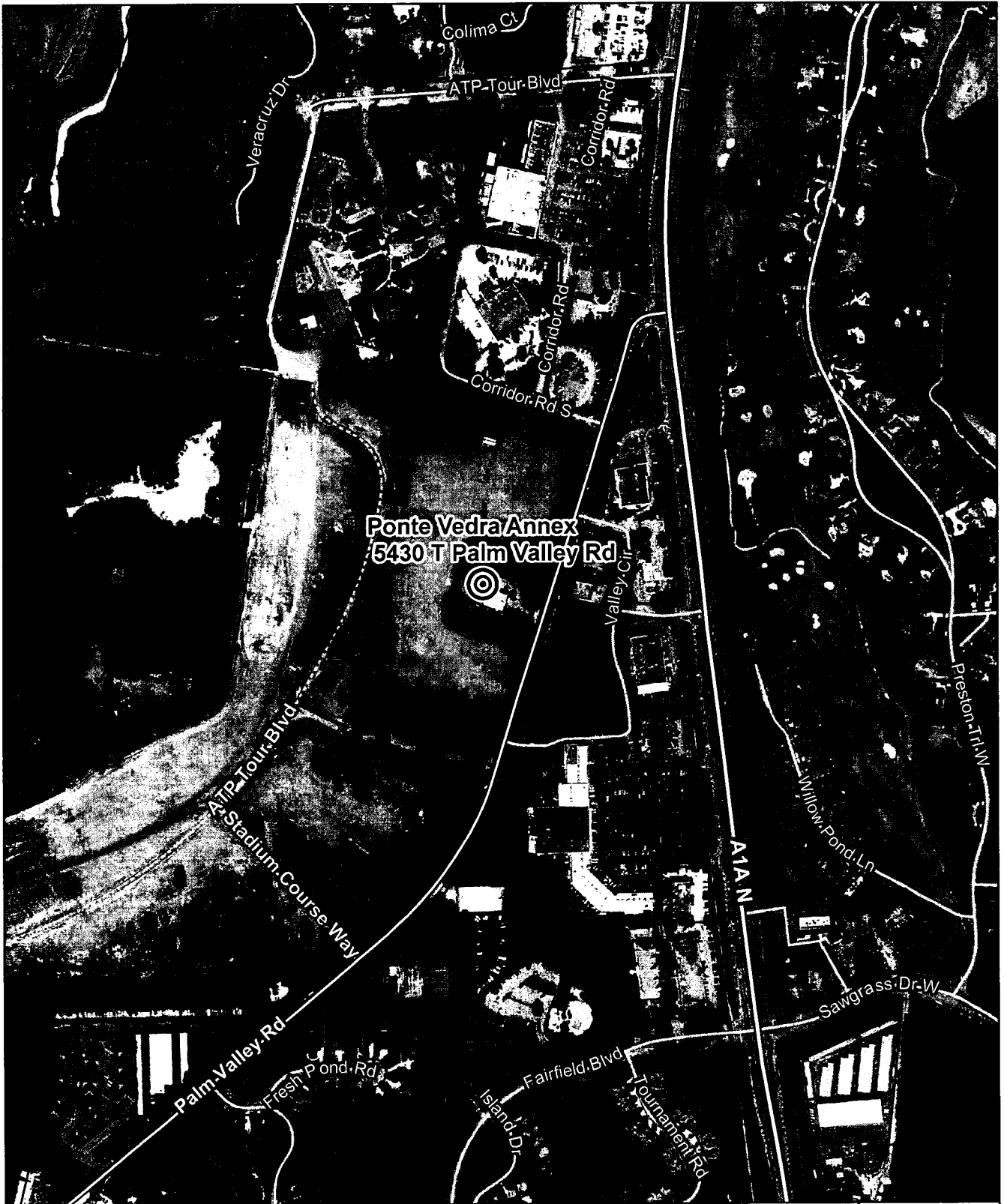
NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/15/13	ISSUED FOR CONTRACT	JK	JK
2	10/15/13	ISSUED FOR CONTRACT	JK	JK
3	10/15/13	ISSUED FOR CONTRACT	JK	JK
4	10/15/13	ISSUED FOR CONTRACT	JK	JK
5	10/15/13	ISSUED FOR CONTRACT	JK	JK




9JK0031A
 PVB SHERIFF OFFICE
 1487 PALM VALLEY ROAD
 PORTO VERTHA BEACH, FL 32082

R.F. PLUMBING
 DIAGRAM

AN-2




 2016 Aerial Imagery
 0 250 500
 Feet
 August 29, 2016

**Second Amendment to
 Tower Agreement**

*T-Mobile South LLC
 Equipment Change*

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0762

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown herein.

